



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

STANDARD LOW BID PROJECT Project Budgets Over \$100,000

February 18, 2009

GYM FLOOR IMPROVEMENTS UTAH VALLEY UNIVERSITY OREM, UTAH

DFCM Project Number 08019790

P&A Architects
821 Kensington Ave.
Salt Lake City, Utah 84105

TABLE OF CONTENTS

	<u>Page Numbers</u>
Title Sheet	1
Table of Contents	2
Notice to Contractors	3
Project Description	4
Project Schedule	5
Bid Form	6
Instructions to Bidders	8
Bid Bond	12
Instructions and Subcontractors List Form	13
Contractor's Agreement	16
Performance Bond	21
Payment Bond	22
Certificate of Substantial Completion	23
General Contractor Past Performance Rating	

Current copies of the following documents are hereby made part of these contract documents by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov> or are available upon request from DFCM.

DFCM Supplemental General Conditions dated July 15, 2008
DFCM General Conditions dated May 25, 2005.
DFCM Application and Certification for Payment dated May 25, 2005.

Technical Specifications :
Drawings:

The Agreement and General Conditions dated May 25, 2005 have been updated from versions that were formally adopted and in use prior to this date. The changes made to the General Conditions are identified in a document entitled Revisions to General Conditions that is available on DFCM's web site at <http://dfcm.utah.gov>

NOTICE TO CONTRACTORS

Sealed bids will be received by the Division of Facilities Construction and Management (DFCM) for:

GYM FLOOR IMPROVEMENTS – UTAH VALLEY UNIVERSITY
OREM, UTAH
DFCM PROJECT NO: 08019790

Bids will be in accordance with the Contract Documents that will be available on **Wednesday, February 18, 2009** and distributed in electronic format only on CDs from DFCM, 4110 State Office Building, Salt Lake City, Utah and on the DFCM web page at <http://dfcm.utah.gov>. For questions regarding this project, please contact Michael Ambre DFCM, at 801-209-9104. No others are to be contacted regarding this bidding process. The construction estimate for this project is \$100,000.

A **mandatory** pre-bid meeting will be held at **10:15 AM on Monday, February 23, 2009** at Utah Valley University – Orem Campus (Physical Education Building). All bidders wishing to bid on this project are required to attend this meeting.

Bids will be received until the hour of **2:00 PM on Wednesday, March 4, 2009** at DFCM, 4110 State Office Building, Salt Lake City, Utah 84114. Bids will be opened and read aloud in the DFCM Conference Room, 4110 State Office Building, Salt Lake City, Utah. NOTE: Bids must be received at 4110 State Office Building by the specified time.

A bid bond in the amount of five percent (5%) of the bid amount, made payable to the Division of Facilities Construction and Management on DFCM's bid bond form, shall accompany the bid.

The Division of Facilities Construction and Management reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of DFCM.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
Joanna Reese, Contract Coordinator
4110 State Office Building, Salt Lake City, Utah 84114

PROJECT DESCRIPTION

Remove existing gym floor and base boards. Replace both gym floor and base boards with specified material as per plans and specofocations.

**PROJECT SCHEDULE**

PROJECT NAME: GYM FLOOR IMPROVEMENTS – UTAH VALLEY UNIVERSITY OREM, UTAH				
DFCM PROJECT NO. 08019790				
Event	Day	Date	Time	Place
Bidding Documents Available	Wednesday	February 18, 2009	12:00 PM	DFCM 4110 State Office Bldg SLC, UT and the DFCM web site *
Mandatory Pre-bid Site Meeting	Monday	February 23, 2009	10:15 AM	UVU – Orem Campus (Physical Education Bldg)
Last Day to Submit Questions	Wednesday	February 25, 2009	4:00 PM	<i>Michael Ambre</i> – DFCM E-mail mambre@utah.gov Fax 801-538-3267
Addendum Deadline (exception for bid delays)	Monday	March 2, 2009	2:00 PM	DFCM web site *
Prime Contractors Turn In Bid and Bid Bond	Wednesday	March 4, 2009	2:00 PM	DFCM 4110 State Office Bldg SLC, UT
Sub-contractor List Due	Thursday	March 5, 2009	2:00 PM	DFCM 4110 State Office Bldg SLC, UT Fax 801-538-3677
Substantial Completion Date	Friday	July 31, 2009	5:00 PM	

* NOTE: DFCM's web site address is <http://dfcm.utah.gov>



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

BID FORM

NAME OF BIDDER _____ DATE _____

To the Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114

The undersigned, responsive to the "Notice to Contractors" and in accordance with the "Instructions to Bidders", in compliance with your invitation for bids for the **Gym Floor Improvements – Utah Valley University – Orem, Utah – DFCM Project No. 08019790** and having examined the Contract Documents and the site of the proposed Work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this bid is a part:

I/We acknowledge receipt of the following Addenda: _____

For all work shown on the Drawings and described in the Specifications and Contract Documents, I/we agree to perform for the sum of:

_____ DOLLARS (\$_____) (In case of discrepancy, written amount shall govern)

I/We guarantee that the Work will be Substantially Complete by July 31, 2009 should I/we be the successful bidder, and agree to pay liquidated damages in the amount of **\$250.00** per day for each day after expiration of the Contract Time as stated in Article 3 of the Contractor's Agreement.

This bid shall be good for 45 days after bid opening.

Enclosed is a 5% bid bond, as required, in the sum of _____

The undersigned Contractor's License Number for Utah is _____.

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within ten (10) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract.

The Bid Bond attached, in the amount not less than five percent (5%) of the above bid sum, shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization:

(Corporation, Partnership, Individual, etc.)

Any request and information related to Utah Preference Laws:

Respectfully submitted,

Name of Bidder

ADDRESS:

Authorized Signature

INSTRUCTIONS TO BIDDERS

1. Drawings and Specifications, Other Contract Documents

Drawings and Specifications, as well as other available Contract Documents, may be obtained as stated in the Invitation to Bid.

2. Bids

Before submitting a bid, each contractor shall carefully examine the Contract Documents, shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the Contract Documents. If the bidder observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the DFCM Representative and the necessary changes shall be accomplished by Addendum.

The bid, bearing original signatures, must be typed or handwritten in ink on the Bid Form provided in the procurement documents and submitted in a sealed envelope at the location specified by the Invitation to Bid prior to the deadline for submission of bids.

Bid bond security, in the amount of five percent (5%) of the bid, made payable to the Division of Facilities Construction and Management, shall accompany bid. **THE BID BOND MUST BE ON THE BID BOND FORM PROVIDED IN THE PROCUREMENT DOCUMENTS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID.**

If the bid bond security is submitted on a bid bond form other than DFCM's required bid bond form, and the bid security meets all other legal requirements, the bidder will be allowed to provide an acceptable bid bond by the close of business on the next business day following notification by DFCM of submission of a defective bid bond security. **NOTE: A cashier's check cannot be used as a substitute for a bid bond.**

3. Contract and Bond

The Contractor's Agreement will be in the form found in the specifications. The Contract Time will be as indicated in the bid. The successful bidder, simultaneously with the execution of the Contract Agreement, will be required to furnish a performance bond and a payment bond, both bearing original signatures, upon the forms provided in the procurement documents. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.

4. Listing of Subcontractors

Listing of Subcontractors shall be as summarized in the “Instructions and Subcontractor’s List Form”, which are included as part of these Contract Documents. The Subcontractors List shall be delivered to DFCM or faxed to DFCM at (801)538-3677 within 24 hours of the bid opening. Requirements for listing additional subcontractors will be listed in the Contract Documents.

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements is subject to a debarment hearing and may be debarred from consideration for award of contracts for a period of up to three years.

5. Interpretation of Drawings and Specifications

If any person or entity contemplating submitting a bid is in doubt as to the meaning of any part of the drawings, specifications or other Contract Documents, such person shall submit to the DFCM Project Manager a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda posted on DFCM’s web site at <http://dfcm.utah.gov>. Neither the DFCM nor A/E will be responsible for any other explanations or interpretations of the proposed documents. A/E shall be deemed to refer to the architect or engineer hired by DFCM as the A/E or Consultant for the Project.

6. Addenda

Addenda will be posted on DFCM’s web site at <http://dfcm.utah.gov>. Contractors are responsible for obtaining information contained in each addendum from the web site. Addenda issued prior to the submittal deadline shall become part of the bidding process and must be acknowledged on the bid form. Failure to acknowledge addenda may result in disqualification from bidding.

7. Award of Contract

The Contract will be awarded as soon as possible to the lowest, responsive and responsible bidder, based on the lowest combination of base bid and acceptable prioritized alternates, provided the bid is reasonable, is in the interests of the State of Utah to accept and after applying the Utah Preference Laws in U.C.A. Title 63, Chapter 56. DFCM reserves the right to waive any technicalities or formalities in any bid or in the bidding. Alternates will be accepted on a prioritized basis with Alternate 1 being highest priority, Alternate 2 having second priority, etc.

8. DFCM Contractor Performance Rating

As a contractor completes each DFCM project, DFCM, the architect/engineer and the using agency will evaluate project performance based on the enclosed “DFCM Contractor Performance Rating” form. The ratings issued on this project will not affect this project but may affect the award on future projects.

9. Licensure

The Contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

10. Permits

In concurrence with the requirements for permitting in the General Conditions, it is the responsibility of the Contractor to obtain the fugitive dust plan requirements from the Utah Division of Air Quality and the SWPPP requirements from the Utah Department of Environmental Quality and submit the completed forms and pay any permit fee that may be required for this specific project. Failure to obtain the required permit may result in work stoppage and/or fines from the regulating authority that will be the sole responsibility of the Contractor. Any delay to the project as a result of any such failure to obtain the permit or noncompliance with the permit shall not be eligible for any extension in the Contract Time.

11. Right to Reject Bids

DFCM reserves the right to reject any or all Bids.

12. Time is of the Essence

Time is of the essence in regard to all the requirements of the Contract Documents.

13. Withdrawal of Bids

Bids may be withdrawn on written request received from bidder prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

14. Product Approvals

Where reference is made to one or more proprietary products in the Contract Documents, but restrictive descriptive materials of one or more manufacturer(s) is referred to in the Contract Documents, the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the drawings and specifications and are compatible with the intent and purpose of

the design, subject to the written approval of the A/E. Such written approval must occur prior to the deadline established for the last scheduled addenda to be issued. The A/E's written approval will be in an issued addendum. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design as determined by the A/E.

15. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors

Contractors shall respond promptly to any inquiry in writing by DFCM to any concern of financial responsibility of the contractor, subcontractor or sub-subcontractor.

16. Debarment

By submitting a bid, the Contractor certifies that neither it nor its principals, including project and site managers, have been, or are under consideration for, debarment or suspension, or any action that would exclude such from participation in a construction contract by any governmental department or agency. If the Contractor cannot certify this statement, attach to the bid a detailed written explanation which must be reviewed and approved by DFCM as part of the requirements for award of the Project.

BID BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed, (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee," in the amount of \$ _____ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the _____ Project.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal does not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the Principal, then this obligation shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that obligations of the Surety under this Bond shall be for a term of sixty (60) days from actual date of the bid opening.

PROVIDED, HOWEVER, that this Bond is executed pursuant to provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

DATED this _____ day of _____, 20_____.

Principal's name and address (if other than a corporation):

By: _____

Title: _____

Principal's name and address (if a corporation):

By: _____

Title: _____
(Affix Corporate Seal)

Surety's name and address:

STATE OF _____)
COUNTY OF _____) ss.

By: _____
Attorney-in-Fact (Affix Corporate Seal)

On this ____ day of _____, 20_____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____

Resides at: _____

Agency: _____
Agent: _____
Address: _____
Phone: _____

NOTARY PUBLIC

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General

**Division of Facilities Construction and****INSTRUCTIONS AND SUBCONTRACTORS LIST FORM**

The three low bidders, as well as all other bidders that desire to be considered, are required by law to submit to DFCM within 24 hours of bid opening a list of **ALL** first-tier subcontractors, including the subcontractor's name, bid amount and other information required by Building Board Rule and as stated in these Contract Documents, based on the following:

DOLLAR AMOUNTS FOR LISTING

PROJECTS UNDER \$500,000: ALL FIRST-TIER SUBS \$20,000 OR OVER MUST BE LISTED
PROJECTS \$500,000 OR MORE: ALL FIRST-TIER SUBS \$35,000 OR OVER MUST BE LISTED

- Any additional subcontractors identified in the bid documents shall also be listed.
- The DFCM Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- If there are no subcontractors for the job that are required to be reported by State law (either because there are no subcontractors that will be used on the project or because there are no first-tier subcontractors over the dollar amounts referred to above), then you do not need to submit a sublist. If you do not submit a sublist, it will be deemed to be a representation by you that there are no subcontractors on the job that are required to be reported under State law. At any time, DFCM reserves the right to inquire, for security purposes, as to the identification of the subcontractors at any tier that will be on the worksite.

LICENSURE:

The subcontractor's name, the type of work, the subcontractor's bid amount, and the subcontractor's license number as issued by DOPL, if such license is required under Utah Law, shall be listed. Bidder shall certify that all subcontractors, required to be licensed, are licensed as required by State law. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

'SPECIAL EXCEPTION':

A bidder may list 'Special Exception' in place of a subcontractor when the bidder intends to obtain a subcontractor to perform the work at a later date because the bidder was unable to obtain a qualified or reasonable bid under the provisions of U.C.A. Section 63A-5-208(4). The bidder shall insert the term 'Special Exception' for that category of work, and shall provide documentation with the subcontractor list describing the bidder's efforts to obtain a bid of a qualified subcontractor at a reasonable cost and why the bidder was unable to obtain a qualified subcontractor bid. The Director must find that the bidder complied in good faith with State law requirements for any 'Special Exception' designation, in order for the bid to be considered. If awarded the contract, the Director shall supervise the bidder's efforts to obtain a qualified subcontractor bid. The amount of the awarded contract may not be adjusted to reflect the actual amount of the subcontractor's bid. Any listing of 'Special Exception' on the sublist form shall also include amount allocated for that work.

GROUND FOR DISQUALIFICATION:

The Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law. Director may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by the Director to be unqualified to do the Work or for

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM
Page No. 2

such other reason in the best interest of the State of Utah. Notwithstanding any other provision in these instructions, if there is a good faith error on the sublist form, at the sole discretion of the Director, the Director may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the Director. If such correction is submitted timely, then the sublist requirements shall be considered met.

CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:

Subsequent to twenty-four hours after the bid opening, the contractor may change its listed subcontractors only after receiving written permission from the Director based on complying with all of the following criteria.

- (1) The contractor has established in writing that the change is in the best interest of the State and that the contractor establishes an appropriate reason for the change, which may include, but not is not limited to, the following reasons: the original subcontractor has failed to perform, or is not qualified or capable of performing, and/or the subcontractor has requested in writing to be released.
- (2) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors.
- (3) Any requirement set forth by the Director to ensure that the process used to select a new subcontractor does not give rise to bid shopping.
- (4) Any increase in the cost of the subject subcontractor work is borne by the contractor.
- (5) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.
- (6) The Director will give substantial weight to whether the subcontractor has consented in writing to being removed unless the Contractor establishes that the subcontractor is not qualified for the work.

EXAMPLE:

Example of a list where there are only four subcontractors:

TYPE OF WORK	SUBCONTRACTOR, “SELF” OR “SPECIAL EXCEPTION”	SUBCONTRACTOR BID AMOUNT	CONTRACTOR LICENSE #
ELECTRICAL	ABCD Electric Inc.	\$350,000.00	123456789000
LANDSCAPING	“Self” *	\$300,000.00	123456789000
CONCRETE (ALTERNATE #1)	XYZ Concrete Inc	\$298,000.00	987654321000
MECHANICAL	“Special Exception” (attach documentation)	Fixed at: \$350,000.00	(TO BE PROVIDED AFTER OBTAINING SUBCONTRACTOR)

* Bidders may list “self”, but it is not required.

**PURSUANT TO STATE LAW - SUBCONTRACTOR BID AMOUNTS CONTAINED IN THIS
SUBCONTRACTOR LIST SHALL NOT BE DISCLOSED UNTIL THE CONTRACT HAS BEEN AWARDED.**

**SUBCONTRACTORS LIST**

FAX TO 801-538-3677

PROJECT TITLE: _____

Caution: You must read and comply fully with instructions.

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #

We certify that:

1. This list includes all subcontractors as required by the instructions, including those related to the base bid as well as any alternates.
2. We have listed "Self" or "Special Exception" in accordance with the instructions.
3. All subcontractors are appropriately licensed as required by State law.

FIRM: _____

DATE: _____

SIGNED BY: _____

NOTICE: FAILURE TO SUBMIT THIS FORM, PROPERLY COMPLETED AND SIGNED, AS REQUIRED IN THESE CONTRACT DOCUMENTS, SHALL BE GROUNDS FOR OWNER'S REFUSAL TO ENTER INTO A WRITTEN CONTRACT WITH BIDDER. ACTION MAY BE TAKEN AGAINST BIDDERS BID BOND AS DEEMED APPROPRIATE BY OWNER. ATTACH A SECOND PAGE IF NECESSARY.

CONTRACTOR'S AGREEMENT

FOR:

THIS CONTRACTOR'S AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "DFCM", and _____, incorporated in the State of _____ and authorized to do business in the State of Utah, hereinafter referred to as "Contractor", whose address is _____.

WITNESSETH: WHEREAS, DFCM intends to have Work performed at _____.

WHEREAS, Contractor agrees to perform the Work for the sum stated herein.

NOW, THEREFORE, DFCM and Contractor for the consideration provided in this Contractor's Agreement, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Work to be performed shall be in accordance with the Contract Documents prepared by _____ and entitled "_____"

The DFCM General Conditions ("General Conditions") dated May 25, 2005 and Supplemental General Conditions dated May 5, 2008 ("also referred to as General Conditions") on file at the office of DFCM and available on the DFCM website, are hereby incorporated by reference as part of this Agreement and are included in the specifications for this Project. All terms used in this Contractor's Agreement shall be as defined in the Contract Documents, and in particular, the General Conditions.

The Contractor Agrees to furnish labor, materials and equipment to complete the Work as required in the Contract Documents which are hereby incorporated by reference. It is understood and agreed by the parties hereto that all Work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of DFCM or its authorized representative. The relationship of the Contractor to the DFCM hereunder is that of an independent Contractor.

ARTICLE 2. CONTRACT SUM. The DFCM agrees to pay and the Contractor agrees to accept in full performance of this Contractor's Agreement, the sum of _____ DOLLARS AND NO CENTS (\$_____.00), which is the base bid, and which sum also includes the cost of a 100% Performance Bond and a 100%

CONTRACTOR'S AGREEMENT
PAGE NO. 2

Payment Bond as well as all insurance requirements of the Contractor. Said bonds have already been posted by the Contractor pursuant to State law. The required proof of insurance certificates have been delivered to DFCM in accordance with the General Conditions before the execution of this Contractor's Agreement.

ARTICLE 3. TIME OF COMPLETION AND DELAY REMEDY. The Work shall be Substantially Complete by _____. Contractor agrees to pay liquidated damages in the amount of \$_____ per day for each day after expiration of the Contract Time until the Contractor achieves Substantial Completion in accordance with the Contract Documents, if Contractor's delay makes the damages applicable. The provision for liquidated damages is: (a) to compensate the DFCM for delay only; (b) is provided for herein because actual damages can not be readily ascertained at the time of execution of this Contractor's Agreement; (c) is not a penalty; and (d) shall not prevent the DFCM from maintaining Claims for other non-delay damages, such as costs to complete or remedy defective Work.

No action shall be maintained by the Contractor, including its or Subcontractor or suppliers at any tier, against the DFCM or State of Utah for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the DFCM or its officers, employees or agents, except as expressly provided in the General Conditions. The Contractor may receive a written extension of time, signed by the DFCM, in which to complete the Work under this Contractor's Agreement in accordance with the General Conditions.

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of this Contractor's Agreement, the Conditions of the Contract (DFCM General Conditions, Supplementary and other Conditions), the Drawings, Specifications, Addenda and Modifications. The Contract Documents shall also include the bidding documents, including the Invitation to Bid, Instructions to Bidders/ Proposers and the Bid/Proposal, to the extent not in conflict therewith and other documents and oral presentations that are documented as an attachment to the contract.

All such documents are hereby incorporated by reference herein. Any reference in this Contractor's Agreement to certain provisions of the Contract Documents shall in no way be construed as to lessen the importance or applicability of any other provisions of the Contract Documents.

ARTICLE 5. PAYMENT. The DFCM agrees to pay the Contractor from time to time as the Work progresses, but not more than once each month after the date of Notice to Proceed, and only upon Certificate of the A/E for Work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and ninety-five percent (95%) of the value of materials furnished in place or on the site. The Contractor agrees to furnish to the DFCM invoices for materials purchased and on the site but not installed, for which the Contractor requests payment and agrees to

safeguard and protect such equipment or materials and is responsible for safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

Such evidence of labor performed and materials furnished as the DFCM may reasonably require shall be supplied by the Contractor at the time of request for Certificate of Payment on account. Materials for which payment has been made cannot be removed from the job site without DFCM's written approval. Five percent (5%) of the earned amount shall be retained from each monthly payment. The retainage, including any additional retainage imposed and the release of any retainage, shall be in accordance with UCA 13-8-5 as amended. Contractor shall also comply with the requirements of UCA 13-8-5, including restrictions of retainage regarding subcontractors and the distribution of interest earned on the retention proceeds. The DFCM shall not be responsible for enforcing the Contractor's obligations under State law in fulfilling the retention law requirements with subcontractors at any tier.

ARTICLE 6. INDEBTEDNESS. Before final payment is made, the Contractor must submit evidence satisfactory to the DFCM that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been properly paid. Final Payment will be made after receipt of said evidence, final acceptance of the Work by the DFCM as well as compliance with the applicable provisions of the General Conditions.

Contractor shall respond immediately to any inquiry in writing by DFCM as to any concern of financial responsibility and DFCM reserves the right to request any waivers, releases or bonds from Contractor in regard to any rights of Subcontractors (including suppliers) at any tier or any third parties prior to any payment by DFCM to Contractor.

ARTICLE 7. ADDITIONAL WORK. It is understood and agreed by the parties hereto that no money will be paid to the Contractor for additional labor or materials furnished unless a new contract in writing or a Modification hereof in accordance with the General Conditions and the Contract Documents for such additional labor or materials has been executed. The DFCM specifically reserves the right to modify or amend this Contractor's Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work.

ARTICLE 8. INSPECTIONS. The Work shall be inspected for acceptance in accordance with the General Conditions.

ARTICLE 9. DISPUTES. Any dispute, PRE or Claim between the parties shall be subject to the provisions of Article 7 of the General Conditions. DFCM reserves all rights to pursue its rights and remedies as provided in the General Conditions.

ARTICLE 10. TERMINATION, SUSPENSION OR ABANDONMENT. This Contractor's Agreement may be terminated, suspended or abandoned in accordance with the General Conditions.

ARTICLE 11. DFCM'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE USE THEREOF. The DFCM may withhold from payment to the Contractor such amount as, in DFCM's judgment, may be necessary to pay just claims against the Contractor or Subcontractor at any tier for labor and services rendered and materials furnished in and about the Work. The DFCM may apply such withheld amounts for the payment of such claims in DFCM's discretion. In so doing, the DFCM shall be deemed the agent of Contractor and payment so made by the DFCM shall be considered as payment made under this Contractor's Agreement by the DFCM to the Contractor. DFCM shall not be liable to the Contractor for any such payment made in good faith. Such withholdings and payments may be made without prior approval of the Contractor and may be also be prior to any determination as a result of any dispute, PRE, Claim or litigation.

ARTICLE 12. INDEMNIFICATION. The Contractor shall comply with the indemnification provisions of the General Conditions.

ARTICLE 13. SUCCESSORS AND ASSIGNMENT OF CONTRACT. The DFCM and Contractor, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to partners, successors, assigns and legal representatives of such other party with respect to all covenants, provisions, rights and responsibilities of this Contractor's Agreement. The Contractor shall not assign this Contractor's Agreement without the prior written consent of the DFCM, nor shall the Contractor assign any moneys due or to become due as well as any rights under this Contractor's Agreement, without prior written consent of the DFCM.

ARTICLE 14. RELATIONSHIP OF THE PARTIES. The Contractor accepts the relationship of trust and confidence established by this Contractor's Agreement and covenants with the DFCM to cooperate with the DFCM and A/E and use the Contractor's best skill, efforts and judgment in furthering the interest of the DFCM; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best and most expeditious and economic manner consistent with the interests of the DFCM.

ARTICLE 15. AUTHORITY TO EXECUTE AND PERFORM AGREEMENT. Contractor and DFCM each represent that the execution of this Contractor's Agreement and the performance thereunder is within their respective duly authorized powers.

ARTICLE 16. ATTORNEY FEES AND COSTS. Except as otherwise provided in the dispute resolution provisions of the General Conditions, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in any action in the District Court and/or appellate body to enforce this Contractor's Agreement or recover damages or any other action as a result of a breach thereof.

CONTRACTOR'S AGREEMENT
PAGE NO. 5

IN WITNESS WHEREOF, the parties hereto have executed this Contractor's Agreement on the day and year stated hereinabove.

CONTRACTOR: _____

Signature Date

Title: _____

State of _____)
_____)
County of _____)

Please type/print name clearly

On this ____ day of _____, 20____, personally appeared before me, _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he (she) is the _____ (title or office) of the firm and that said document was signed by him (her) in behalf of said firm.

(SEAL)

Notary Public

My Commission Expires _____

APPROVED AS TO AVAILABILITY
OF FUNDS:

David D. Williams, Jr. Date
DFCM Administrative Services Director

**DIVISION OF FACILITIES
CONSTRUCTION AND MANAGEMENT**

Lynn A. Hinrichs Date
Assistant Director Construction Management

APPROVED AS TO FORM:
ATTORNEY GENERAL
May 5, 2008
By: Alan S. Bachman
Asst Attorney General

APPROVED FOR EXPENDITURE:

Division of Finance Date

PERFORMANCE BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

That _____ hereinafter referred to as the "Principal" and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of _____ DOLLARS (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____, for the approximate sum of _____ Dollars (\$ _____), which Contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____

(Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____

Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General

PAYMENT BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of _____, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____ for the approximate sum of _____ Dollars (\$ _____), which contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____

(Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____

Attorney-in-Fact (Seal)

STATE OF _____)
) ss.

COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

PROJECT _____ PROJECT NO: _____

AGENCY/INSTITUTION _____

AREA ACCEPTED _____

The Work performed under the subject Contract has been reviewed on this date and found to be Substantially Completed as defined in the General Conditions; including that the construction is sufficiently completed in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the State of Utah can occupy the Project or specified area of the Project for the use for which it is intended.

The DFCM - (Owner) accepts the Project or specified area of the Project as Substantially Complete and will assume full possession of the Project or specified area of the Project at _____ (time) on _____ (date).

The DFCM accepts the Project for occupancy and agrees to assume full responsibility for maintenance and operation, including utilities and insurance, of the Project subject to the itemized responsibilities and/or exceptions noted below:

The Owner acknowledges receipt of the following closeout and transition materials:

As-built Drawings

O & M Manuals

Warranty Documents

Completion of Training
Requirements

A list of items to be completed or corrected (Punch List) is attached hereto. The failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents, including authorized changes thereof. The amount of _____ (Twice the value of the punch list work) shall be retained to assure the completion of the punch list work.

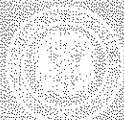
The Contractor shall complete or correct the Work on the list of (Punch List) items appended hereto within _____ calendar days from the above date of issuance of this Certificate. The amount withheld pending completion of the list of items noted and agreed to shall be: \$ _____. If the list of items is not completed within the time allotted the Owner has the right to be compensated for the delays and/or complete the work with the help of independent contractor at the expense of the retained project funds. If the retained project funds are insufficient to cover the delay/completion damages, the Owner shall be promptly reimbursed for the balance of the funds needed to compensate the Owner.

CONTRACTOR (include name of firm) by: _____
(Signature) DATE

A/E (include name of firm) by: _____
(Signature) DATE

USING INSTITUTION OR AGENCY by: _____
(Signature) DATE

DFCM (Owner) by: _____
(Signature) DATE

**General Contractor Performance Rating Form**

Project Name:		DFCM Project#	
Contractor: (ABC Construction, John Doe, 111-111-1111)	A/E: (ABC Architects, Jane Doe, 222-222-2222)	Original Contract Amount:	Final Contract Amount:
DFCM Project Manager:		Contract Date:	
Completion Date:		Date of Rating:	

Rating Guideline	QUALITY OF PRODUCT OR SERVICES	COST CONTROL	TIMELINESS OF PERFORMANCE	BUSINESS RELATIONS
5-Exceptional	Contractor has demonstrated an exceptional performance level in any of the above four categories that justifies adding a point to the score. Contractor performance clearly exceeds the performance levels described as "Very Good"			
4-Very Good	Contractor is in compliance with contract requirements and/or delivers quality product/service.	Contractor is effective in managing costs and submits current, accurate, and complete billings	Contractor is effective in meeting milestones and delivery schedule	Response to inquiries, technical/service/administrative issues is effective
3-Satisfactory	Minor inefficiencies/errors have been identified	Contractor is usually effective in managing cost	Contractor is usually effective in meeting milestones and delivery schedules	Response to inquires technical/service/administrative issues is somewhat effective
2-Marginal	Major problems have been encountered	Contractor is having major difficulty managing cost effectively	Contractor is having major difficulty meeting milestones and delivery schedule	Response to inquiries, technical/service/administrative issues is marginally effective
1-Unsatisfactory	Contractor is not in compliance and is jeopardizing achievement of contract objectives	Contractor is unable to manage costs effectively	Contractor delays are jeopardizing performance of contract objectives	Response to inquiries, technical/service/administrative issues is not effective

1. Rate Contractors quality of workmanship, management of sub contractor performance, project cleanliness, organization and safety requirement.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

2. Rate Contractor administration of project costs, change orders and financial management of the project budget.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

3. Rate Contractor's performance and adherence to Project Schedule, delay procedures and requirements of substantial completion, inspection and punch-list performance.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

4. Evaluate performance of contractor management team including project manager, engineer and superintendent also include in the rating team's ability to work well with owner, user agency and consultants.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

5. Rate success of Contractor's management plan, completion of the plans mitigation of project risks and performance of value engineering concepts.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

Signed by:	Date:	Mean Score
------------	-------	------------

Additional Comments:



Technical Specification For
Utah Valley University
Physical Education Building South Tartan Gym Flooring Replacement
Division of Facilities Construction Management Project Number 08019790

11 February 2009

P+A Architects
821 Kensington Avenue
Salt Lake City, Utah 84105

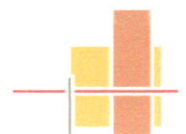


TABLE OF CONTENTS

- PROJECT DIRECTORY

ARCHITECTURAL SPECIFICATIONS

DIVISION 1	GENERAL REQUIREMENTS
Section 01010	SUMMARY OF WORK
Section 01027	APPLICATIONS FOR PAYMENT
Section 01030	ALTERNATIVES
Section 01040	COORDINATION
Section 01400	QUALITY CONTROL
Section 01500	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS
Section 01700	CONTRACT CLOSEOUT
Section 01740	WARRANTIES
DIVISION 2	SITE WORK
Section 02070	SELECTIVE DEMOLITION
DIVISION 3	CONCRETE
NOT USED	NONE
DIVISION 4	MASONRY
NOT USED	NONE
DIVISION 5	METALS
NOT USED	NONE
DIVISION 6	WOODS AND PLASTICS
NOT USED	NONE
DIVISION 7	THERMAL AND MOISTURE PROTECTION
NOT USED	NONE
DIVISION 8	DOORS AND WINDOWS
NOT USED	NONE
DIVISION 9	FINISHES
Section 09622	FLUID APPLIED SYNTHETIC FLOORING SYSTEM
Section 09653	RESILIENT WALL BASE AND ACCESSORIES

DIVISION 10	SPECIALTIES
NOT USED	NONE
DIVISION 11	EQUIPMENT
NOT USED	NONE
DIVISION 12	FURNISHINGS
NOT USED	NONE
DIVISION 13	FIRE SUPPRESSION
NOT USED	NONE
DIVISION 14	CONVEYING SYSTEMS
NOT USED	NONE
MECHANICAL SPECIFICATION	
DIVISION 15	MECHANICAL
NOT USED	NONE
ELECTRICAL SPECIFICATIONS	
DIVISION 16	ELECTRICAL
NOT USED	NONE

SECTION 01010 - SUMMARY OF WORK

1.1 GENERAL

- A. The project consists of the removal of the existing gymnasium flooring and floor base systems and replacement with new athletic flooring system as noted on construction documents and as per specification.
 - 1. Project Location: Utah Valley University, Orem Utah
 - 2. Owner: State of Utah, Utah Valley University
- B. Contract Documents, dated February 11th 2009, were prepared for the project by P+A architects located at 821 East Kensington Avenue, Salt Lake City, Utah
- C. The Work will be constructed under a single prime contract.
- D. Use of the Site: Limit use of premises to areas indicated. Do not disturb portions of the site beyond the areas indicated.
 - 1. Allow for Owner occupancy and use by the public.
 - 2. Keep driveways and entrances clear. Do not use these areas for parking or material storage. Schedule deliveries to minimize on-site storage of materials and equipment.

1.2 CONTRACTOR USE OF PREMISES

- A. General: During the construction period the Contractor shall have use of the premises for construction operations as shown on construction documents including. The Contractor's use of the premises is limited only by the Owner's right to perform work or to retain other contractors on portions of the Project. Parking and contractor staging at the site is limited and will be reviewed at the pre bid conference.
- B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 - 1. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to other occupants and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

END OF SECTION 01010

SECTION 01027 - APPLICATIONS FOR PAYMENT

1.1 GENERAL

- A. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule.
 - b. Application for Payment forms, including Continuation Sheets.
 - c. List of subcontractors.
 - d. List of products.
 - e. List of principal suppliers and fabricators.
 - f. Schedule of submittals.
 - 2. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- C. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Include the following Project identification:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - h. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
 - 4. Provide a separate line item for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.

Utah Valley University
Physical Education Building Athletic Flooring Improvements
Division of Facilities Construction Management

5. Provide separate line items for initial cost of the materials, for each subsequent stage of completion, and for total installed value.
 6. Show line items for indirect costs and margins on costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
 - a. Temporary facilities and items that are not direct cost of work-in-place may be shown as separate line items or distributed as general overhead expense.
 7. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.
- D. Applications for Payment shall be consistent with previous applications and payments as certified by the Owner and paid for by the Owner.
- E. Payment-Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.
- F. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- G. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the Contractor. The owner will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- H. Transmittal: Submit 3 executed original copies of each Application for Payment to the owner within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.
1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.
- I. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Submit each Application for Payment with Contractor's waiver of lien for the period of construction covered by the application.
 - a. Submit final Applications for Payment with final waivers from every entity involved with performance of the Work covered by the application who may file a lien.
 4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

Utah Valley University
Physical Education Building Athletic Flooring Improvements
Division of Facilities Construction Management

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. Contractor's Construction Schedule (preliminary if not final).
5. Submittal Schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. Copies of building permits.
8. Copies of licenses from governing authorities.
9. Certificates of insurance and insurance policies.
10. Performance and payment bonds.

K. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

1. Administrative actions and submittals that shall precede or coincide with this application include the following:
 - a. Occupancy permits.
 - b. Warranties and maintenance agreements.
 - c. Maintenance instructions.
 - d. Meter readings.
 - e. Changeover information related to Owner's occupancy.
 - f. Final cleaning.
 - g. Application for reduction of retainage and consent of surety.

L. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Transmittal of Project construction records to the Owner.
4. Removal of temporary facilities and services.
5. Change of door locks to Owner's access.

1.2 PRODUCTS (Not Applicable)

1.3 EXECUTION (Not Applicable)

END OF SECTION 01027

SECTION 01030 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing Alternates.

1.3 DEFINITIONS

- A. Definition: An alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate that Work into the Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- B. Notification: Immediately following the award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other Work of this Contract.
- D. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each alternate.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

Utah Valley University
Physical Education Building Athletic Flooring Improvements
Division of Facilities Construction Management

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Additive alternate number one is for the general contractor to provide custom colors for the basket ball area as shown on drawing AFP-102. Custom colors shall be selected by the architect and approved by UVU and DFCM authorities.

END OF SECTION 01030

SECTION 01040 - COORDINATION

1.1 GENERAL

- A. This Section includes requirements for coordinating construction operations including, but not necessarily limited to, the following:

1. Coordination drawings.
2. Administrative and supervisory personnel.
3. Cleaning and protection.

1.2 COORDINATION

- A. Coordinate construction to assure efficient and orderly installation of each part of the Work. Coordinate operations that depend on each other for proper installation, connection, and operation.
1. Schedule operations in the sequence required to obtain the best results where installation of one part depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to assure maximum accessibility for maintenance, service, and repair.
 3. Make provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining procedures required for coordination. Include such items as required notices and reports.
1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required procedures with other activities to avoid conflicts and assure orderly progress. Such activities include, but are not limited to, the following:
1. Preparation of schedules.
 2. Delivery and processing of submittals.
 3. Progress meetings.
 4. Project closeout activities.
- D. Conservation: Coordinate construction to assure that operations are carried out with consideration for conservation of energy, water, and materials.
- E. Staff Names: Within 15 days of commencement of construction, submit a list of the Contractor's staff assignments, including the superintendent and other subcontractors at the Project. Identify individuals and their responsibilities. List their addresses and telephone numbers.

1.3 PRODUCTS (Not Applicable)

1.4 EXECUTION

Utah Valley University
Physical Education Building Athletic Flooring Improvements
Division of Facilities Construction Management

- A. Inspection of Conditions: Require Installers of major components to inspect substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected.
- B. Clean and protect construction in progress and adjoining materials, during handling and installation. Apply protective covering to assure protection from damage.
- C. Clean and maintain completed construction as necessary through the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- D. Limiting Exposures: Supervise construction to assure that no part is subject to harmful, dangerous, or damaging exposure. Such exposures include, but are not limited to, the following:
 - 1. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.
 - 3. Excessively high or low temperatures.
 - 4. Water or ice.
 - 5. Solvents and chemicals.
 - 6. Abrasion.
 - 7. Soiling, staining, and corrosion.
 - 8. Combustion.
 - 9. Wind.

END OF SECTION 01040

SECTION 01400 - QUALITY CONTROL

1.1 GENERAL

- A. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities.
- B. Contractor Responsibilities: Unless they are the responsibility of another entity, Contractor shall provide inspections and tests specified elsewhere and required by authorities having jurisdiction. Costs for these services are included in the Contract Sum.
 - 1. Where inspections and tests are the Contractor's responsibility, the Contractor shall employ and pay a qualified independent testing agency to perform these services. Costs for these services are included in the Contract Sum.
- C. Retesting: The Contractor is responsible for retesting where results of inspections and tests prove unsatisfactory and indicate noncompliance with requirements.
 - 1. The cost of retesting is the Contractor's responsibility where tests performed indicated noncompliance with requirements.
- D. Auxiliary Services: Cooperate with agencies performing inspections and tests. Provide auxiliary services as requested. Notify the agency in advance of operations to permit assignment of personnel. Auxiliary services include the following:
 - 1. Providing access to the Work.
 - 2. Furnishing incidental labor and facilities to assist inspections and tests.
 - 3. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
 - 4. Providing facilities for storage and curing of test samples.
 - 5. Delivering samples to testing laboratories.
 - 6. Providing preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 - 7. Providing security and protection of samples and test equipment.
- E. Duties of the Testing Agency: The testing agency shall cooperate with the owner and the Contractor in performing its duties. The agency shall provide qualified personnel to perform inspections and tests.
 - 1. The agency shall notify the owner and the Contractor of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. The agency shall not release, revoke, alter, or enlarge requirements or approve or accept any portion of the Work.
 - 3. The agency shall not perform duties of the Contractor.
- F. Coordination: Coordinate activities to accommodate services with a minimum of delay. Avoid removing and replacing construction to accommodate inspections and tests.
 - 1. The Contractor is responsible for scheduling inspections, tests, taking samples, and similar activities.

Utah Valley University
Physical Education Building Athletic Flooring Improvements
Division of Facilities Construction Management

- G. Submittals: The testing agency shall submit a certified written report, in duplicate, of each inspection and test to the Owner. If the Contractor is responsible for the service, submit a certified written report, in duplicate, of each inspection or test through the Contractor.
1. Submit additional copies of each report to the governing authority, when the authority so directs.
 2. Report Data: Reports of each inspection, test, or similar service include, but are not limited to, the following:
 - a. Date of issue.
 - b. Project title and number.
 - c. Name, address, and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making the inspection or test.
 - f. Designation of the Work and test method.
 - g. Identification of product and Specification Section.
 - h. Complete inspection or test data.
 - i. Test results and an interpretation of test results.
 - j. Ambient conditions at the time of sample taking and testing.
 - k. Comments or professional opinion on whether inspected or tested Work complies with requirements.
 - l. Name and signature of laboratory inspector.
 - m. Recommendations on retesting.
- H. Qualifications for Service Agencies: Engage inspection and testing service agencies that are prequalified as complying with the American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.
1. Each agency shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

1.2 PRODUCTS (Not Applicable)

1.3 EXECUTION

- A. Repair and Protection: Upon completion of inspection, testing, and sample taking, repair damaged construction. Restore substrates and finishes. Comply with Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for inspection and testing.

END OF SECTION 01400

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Water service and distribution.
 - 2. Temporary electric power and light.
 - 3. Temporary heat.
 - 4. Ventilation.
 - 5. Sanitary facilities, including drinking water.
 - 6. Storm and sanitary sewer.
- C. Support facilities include, but are not limited to, the following:
 - 1. Storage sheds.
 - 2. Dewatering facilities and drains.
 - 3. Temporary project identification signs and bulletin boards.
 - 4. Waste disposal services.
- D. Security and protection facilities include, but are not limited to, the following:
 - 1. Temporary fire protection.
 - 2. Barricades, warning signs, and lights.
 - 3. Sidewalk bridge or enclosure fence for the site.

1.3 SUBMITTALS

- A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

1.4 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
 - 1. Building code requirements.
 - 2. Health and safety regulations.

Utah Valley University
Physical Education Building Athletic Flooring Improvements
Division of Facilities Construction Management

3. Utility company regulations.
 4. Police, fire department, and rescue squad rules.
 5. Environmental protection regulations.
- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."
1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- B. Water: Provide potable water approved by local health authorities.
- C. Open-Mesh Fencing: Provide 0.120-inch- (3-mm-) thick, galvanized 2-inch (50-mm) chainlink fabric fencing 6 feet (2 m) high with galvanized barbed-wire top strand and galvanized steel pipe posts, 1-1/2 inches (38 mm) I.D. for line posts and 2-1/2 inches (64 mm) I.D. for corner posts.

2.2 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Architect, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: Provide 3/4-inch, heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.

Utah Valley University
Physical Education Building Athletic Flooring Improvements
Division of Facilities Construction Management

- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
- G. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- H. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
 - 1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 - 3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
 - 4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Architect. Neither the Owner nor Architect will accept cost or use charges as a basis of claims for Change Orders.

Utah Valley University
Physical Education Building Athletic Flooring Improvements
Division of Facilities Construction Management

- B. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
 - 1. Sterilization: Sterilize temporary water piping prior to use.
- C. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switch gear.
 - 1. Install electric power service underground, except where overhead service must be used.
 - 2. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, ac 20 Ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
- D. Temporary Lighting: When overhead floor or roof deck has been installed, provide temporary lighting with local switching.
 - 1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
- E. Temporary Heat: Provide temporary heat required by construction activities for curing or drying of completed installations or for protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
- F. Heating Facilities: Except where the Owner authorizes use of the permanent system, provide vented, self-contained, LP-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open flame, or salamander heating units is prohibited.
- G. Sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
 - 1. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.
- H. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
- I. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
- J. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply.
- K. Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Locate field offices, storage sheds, and other temporary construction and support facilities for easy access. Field offices are not required unless the general contractor wishes to provide one.
 - 1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Storage and Fabrication Sheds: Install storage and fabrication sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on-site.
- C. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
- D. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- E. Temporary Exterior Lighting: Install exterior yard and sign lights so signs are visible when Work is being performed.
- F. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Architect.
- B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations."
 - 1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
 - 2. Store combustible materials in containers in fire-safe locations.
 - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
 - 4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- C. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

Utah Valley University
Physical Education Building Athletic Flooring Improvements
Division of Facilities Construction Management

- D. Enclosure Fence: Before mobilization begins, install a tortoise barrier fence with barrier gates. Locate where indicated. Enclose the entire site as shown on drawings. Install in a manner that will prevent tortoise and other animals from easily entering the site.
 - 1. See architectural site plan
- E. If the general contractor wishes to provide a security enclosure they may do so. Security of the site and construction materials, equipment and all items on site is the responsibility of the general contractor.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are the Contractor's property.
 - a. At Substantial Completion, clean permanent facilities.

END OF SECTION 01500

SECTION 01700 - CONTRACT CLOSEOUT

1.1 GENERAL

- A. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.
- B. Substantial Completion: Before requesting inspection for certification of Substantial Completion, complete the following:
 - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the Work claimed as substantially complete.
 - a. Include supporting documentation for completion and an accounting of changes to the Contract Sum.
 - 2. Advise the Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 - 4. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
 - 5. Deliver tools, spare parts, extra stock, and similar items.
 - 6. Changeover locks and transmit keys to the Owner.
 - 7. Complete startup testing of systems and instruction of operation and maintenance personnel.
 - 8. Complete final cleanup requirements, including touchup painting.
 - 9. Touch up and repair and restore marred, exposed finishes.
- C. Inspection Procedures: On receipt of a request for inspection, the Project Manager will proceed or advise the Contractor of unfilled requirements. The Project Manager will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 - 1. The Project Manager will repeat inspection when requested and assured that the Work is substantially complete.
 - 2. Results of the completed inspection will form the basis of requirements for final acceptance.
- D. Final Acceptance: Before requesting inspection for certification of final acceptance and final payment, complete the following:
 - 1. Final payment request with releases and supporting documentation. Include insurance certificates where required.
 - 2. Submit a statement, accounting for changes to the Contract Sum.
 - 3. Submit a copy of the final inspection list stating that each item has been completed or otherwise resolved for acceptance.
 - 4. Submit consent of surety to final payment.
 - 5. Submit a final settlement statement.
 - 6. Submit evidence of continuing insurance coverage complying with insurance requirements.
- E. Reinspection Procedure: The owner will reinspect the Work upon receipt of notice that the Work has been completed, except for items whose completion is delayed under circumstances acceptable to the owner.

1. Upon completion of reinspection, the owner will prepare a certificate of final acceptance. If the Work is incomplete, the owner will advise the Contractor of Work that is incomplete or obligations that have not been fulfilled but are required.
 2. If necessary, reinspection will be repeated.
- F. Record Document Submittals: Do not use record documents for construction. Protect from loss in a secure location. Provide access to record documents for the owners's reference.
- G. Record Drawings: Maintain a set of prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark the drawing most capable of showing conditions fully and accurately. Give attention to concealed elements.
1. Mark sets with red pencil. Use other colors to distinguish between variations in separate categories of the Work.
 2. Organize record drawing sheets into manageable sets. Bind with durable-paper cover sheets; print titles, dates, and other identification on the cover of each set.
- H. Record Specifications: Maintain one copy of the Project Manual, including addenda. Mark to show variations in Work performed in comparison with the text of the Specifications and modifications. Give attention to substitutions and selection of options and information on concealed construction. Note related record drawing information and Product Data.
1. Upon completion of the Work, submit record Specifications to the owner for their records.
- I. Maintenance Manuals: Organize operation and maintenance data into sets of manageable size. Bind in individual, heavy-duty, 2-inch (51-mm), 3-ring, binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following information:
1. Copies of warranties.

1.2 PRODUCTS (Not Applicable)

1.3 EXECUTION

- A. Operation and Maintenance Instructions: Include a detailed review of the following items:
1. Maintenance manuals.
- B. As part of instruction for operating equipment, demonstrate the following:
1. Startup and shutdown.
 2. Noise and vibration adjustments.
- C. Final Cleaning: Employ experienced cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Complete the following operations before requesting inspection for certification of Substantial Completion.
1. Remove labels that are not permanent labels.
 2. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Leave concrete floors broom clean.

Utah Valley University
Physical Education Building Athletic Flooring Improvements
Division of Facilities Construction Management

3. Wipe surfaces of electrical equipment. Remove excess lubrication. Clean light fixtures and lamps.
 4. Clean the site of rubbish, litter, and foreign substances. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.
- D. Removal of Protection: Remove temporary protection and facilities.
- E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Remove waste materials and dispose of lawfully.

END OF SECTION 01700

SECTION 01740 - WARRANTIES

1.1 GENERAL

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- D. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- E. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- F. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- G. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.
- H. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Owner's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Owner's.
- I. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner for approval prior to final execution.
 - 1. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

Utah Valley University
Physical Education Building Athletic Flooring Improvements
Division of Facilities Construction Management

- J. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
 - 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
 - 3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

1.2 PRODUCTS (Not Applicable)

1.3 EXECUTION

- A. Schedule: Provide warranties on products and installations as specified in the following Sections:

END OF SECTION 01740

SECTION 02070 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of a building.
 - 2. Patching and repairs.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Summary of Work" for use of the building and phasing requirements.
 - 2. Division 1 Section "Contract Closeout" for record document requirements.
 - 3. Division 2 Section "Selective Demolition for Interiors" for partial demolition of the interior of a building undergoing alterations and for the removal, salvage, or reuse of materials in new construction.
 - 4. Division 9 Section "Gypsum Board Assemblies" for material and construction requirements for temporary enclosures.

1.3 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
- B. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
- C. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.

1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

1.5 SUBMITTALS

Utah Valley University
Physical Education Building Athletic Flooring Improvements
Division of Facilities Construction Management

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections, for information only, unless otherwise indicated.
- B. Proposed dust-control measures, see drawings for further information.
- C. Proposed noise-control measures.
- D. Schedule of selective demolition activities indicating the following:
 - 1. Interruption of utility services.
 - 2. Coordination for shutoff, capping, and continuation of utility services.
 - 3. Use of elevator and stairs.
 - 4. Detailed sequence of selective demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.
 - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
 - 6. Locations of temporary partitions and means of egress.

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed selective demolition Work similar to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.7 PROJECT CONDITIONS

- A. Owner will occupy portions of the building immediately adjacent to selective demolition area. Conduct selective demolition so that Owner's operations will not be disrupted. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner assumes no responsibility for actual condition of buildings to be selectively demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Asbestos: It is not expected that asbestos will be encountered in the Work. If any materials suspected of containing asbestos are encountered, do not disturb the materials. Immediately notify the Architect and the Owner.
- D. Storage or sale of removed items or materials on-site will not be permitted.

1.8 SCHEDULING

- A. Arrange selective demolition schedule so as not to interfere with Owner's on-site operations.

1.9 WARRANTY

- A. Existing Special Warranty: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Applicable)

2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
 - 1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 2. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the Architect.
- E. Survey the condition of the building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition.

3.2 UTILITY SERVICES

- A. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to governing authorities.
 - a. Provide not less than 72 hours' notice to Owner if shutdown of service is required during changeover.

3.3 PREPARATION

- A. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

Utah Valley University
Physical Education Building Athletic Flooring Improvements
Division of Facilities Construction Management

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.
 1. Protect walls, ceilings, floors, and other existing finish work that are to remain and are exposed during selective demolition operations.
 2. Cover and protect furniture, furnishings, and equipment that have not been removed.
- C. Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration.

3.4 SELECTIVE DEMOLITION

- A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
 1. Proceed with selective demolition systematically, from higher to lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Dispose of demolished items and materials promptly.
 5. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.

3.5 PATCHING AND REPAIRS

- A. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
- B. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.
- C. Patch and repair floor and wall surfaces in the space
 1. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 2. Where patching smooth painted surfaces, extend final paint coat over entire unbroken surface containing the patch after the surface has received primer and second coat.
 3. Remove existing floor coverings and replace with new materials.
 4. Inspect and test patched areas to demonstrate integrity of the installation, where feasible.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.

Utah Valley University
Physical Education Building Athletic Flooring Improvements
Division of Facilities Construction Management

- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

- A. Sweep the building broom clean on completion of selective demolition operation.
- B. Change filters on air-handling equipment on completion of selective demolition operations.

END OF SECTION 02070

SECTION 09622 - FLUID APPLIED SYNTHETIC FLOORING SYSTEM

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Synthetic flooring system is a zero mercury, cast in place, two-component polyurethane elastomer, installed over a resilient compounded underlayment, specially formulated for multi-purpose, and athletic flooring applications.

1.2 WORKING CONDITIONS

- A. The building shall be dry, closed in, lighted and permanently heated. The slab shall be dry and the existing synthetic floor shall be sufficiently adhered to the substrate showing no signs of moisture related delamination. The temperature maintained at a minimum of 65 degrees F and relative humidity at a maximum of 50% for 48 hours prior to, during and 48 hours after installation. The entire floor area shall be closed to all traffic during the installation process.

1.3 WARRANTY

- A. Synthetic flooring system is warranted against defects in material and workmanship for a period of three (3) year from the date of installation. The warranty excludes damage or defects caused by improper construction or design of the sub-floor, by subsequent deterioration of the sub-floor, moisture migration, hydrostatic pressure, neglect, lack of maintenance, vandalism, abuse or acts of God.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Materials must be delivered in manufacturer's original, unopened and undamaged containers with identification labels intact.
- B. Storage material protected from exposure to harmful weather conditions, on a clean dry, flat surface protected from all possible damage.

1.5 SUBMITTAL

- A. Product Data, including manufacturer's information for specified products
- B. Adhesive and line paint product data and manufacturer's certificate of approval for the proposed application.
- C. Selection and verification samples for finishes, colours and textures.
- D. Shop drawings showing layout, profiles and product components.
- E. Installation and maintenance instructions as published by the manufacturer

PART 2 – PRODUCTS

Subject to compliance with the requirements, products that may be incorporated into the work include but are not limited to the following:

1.1 MANUFACTURERS

- A. DynaForce® (Zero Mercury) synthetic flooring system by Dynamic Sports Construction, Inc.
- B. Action Flooring Systems llc. Herculon synthetic flooring system by Action Flooring Systems llc.

- C. Robbins Sport Surfaces, Pulastic synthetic flooring system by Robbins Spotst Surfaces.
- D. Approved equal by others.

1.2 POLYURETHANE RESIN

Polyurethane resin shall meet the following physical properties:

- A. The polyurethane must exhibit the following minimum characteristics:

1.	Consistency	Liquid
2.	Non-Volatile Percentage	100%
3.	Shore Hardness (DIN 53505)	80 Shore A
4.	Tensile Strength (DIN (53517)	min.2800 psi
5.	Elongation at Break (DIN 53504)	950%
6.	Tear Strength	28 N/mm ²
7.	Inflammability of Top Layer (DIN 51960)	Class 1-Not Flammable

- B. The pre-fabricated underlayment shall meet the following physical properties:

1.	Density (ASTM D-297)	.45pcf
2.	Tensile Strength (ASTM D-412)	88%
3.	Elongation (ASTM D-412)	97%
4.	Compressibility (ASTMF-36A)	
5.	At 50 psi	20% Compression...87% of recovery
6.	At 100 psi	91% recovery
7.	At 200 psi	91% recovery
8.	(25% deflection, 22 hours at 158 degrees F)	
9.	Die Tear PPI (ASTM-624)	30 ppi
10.	Thickness	4mm-14mm
11.	Flexibility (ASTM F-147)	0-1
12.	Compression Set B (ASTM D-395) (158 degrees F/22 hrs.)	26% of recovery at 25% deflection

- C. The Floor System shall meet the following performance properties:

1.	Compression Set (DIN)	1.9%
2.	Ball Bounce (DIN 18032)	>98%
	Lower value for 14 mm +3 mm system	
3.	Coefficient of Friction (DIN 18032)	.56 DRY .44 WET
4.	Shock Absorption DIN 18032 (force reduction)	25%-65%
5.	Impact Resistance	2 Kgm/cm ²
6.	Inflammability (DIN 51960)	Class I
7.	Resistance Rolling Load (DIN 18032)	No Damage
8.	Rebound Resistance (DIN 53512)	29%
9.	Wear Resistance- 1000 cycles	<.4 grams loss
10.	Moisture Absorption	
	a. Surface 0%	
	b. Base Mat 20.8%	
11.	Heat Resistance (Unaffected from -20F to 135F)	.098 m2K/W

Utah Valley University
Physical Education Building Athletic Flooring Improvements
Division of Facilities Construction Management

- D. Base-Mat Adhesive: Two-component polyurethane adhesive applied at a rate of 750 mg/m(2) (0.15 lb/sf)
- E. Base-Mat: Pre-fabricated underlayment made of recycled rubber granules bound with MDI polyurethane binder with a constant thickness of 4mm-14mm. **No liquid applied base layers will be acceptable.**
- F. Sealer: A two-component, thixotropic polyurethane sealer applied at a rate of 600 g/M(2) (0.12 lb./sf).
- G. Resin: Pigmented, two-component polyurethane wear layer shall be applied at a rate of 1350 g/M(2) (0.278 lb./sf @ 1mm thickness). The wear layer shall be self-leveling and result in a total thickness of 2mm (.556/lb./sf total).
- H. Finish Coating: Shall be a two component, pigmented, polyurethane sealer.

PART 3 – EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. The existing concrete slab shall be inspected and found to be acceptable to receive the flooring system. No presence of moisture related problems should be found (moisture levels in the slab must be 3% or under at all locations tested). There shall be no sealers or curing compounds, or any other bond prohibiting substances. It shall be the responsibility of the General Contractor to ensure that the tolerance of the concrete slab is within 1/8" in 10' prior to commencement of the floor surface installation.
- B. Remove existing athletic flooring system: Remove all adhesives, oil, solvents, sealers and other foreign substances. Provide leveling compound at existing concrete floor as required for sealing of cracks, holes and smoothing and leveling of rough uneven surfaces.

3.2 BASE MAT

- A. Thoroughly mix the base-mat adhesive, and apply directly to the existing flooring with a notched trowel at a rate of 0.15 lbs./sf. Roll base-mat into fresh adhesive. Do not allow compression fit at any seams. Roll all base-mat applications with a 100 lb. Linoleum roller. Continue to repeat rolling process as necessary to ensure adhesive transfer.

3.3 SEAL COAT

- A. Thoroughly mix the sealer. Apply to the base-mat with a flat, steel trowel. Allow sealer to fully cure before applying resilient, wear layer.

3.4 RESILIENT WEAR LAYER

- A. Thoroughly mix the resin. Apply resin at a rate of (1350g/m(2) per 1mm thickness with a Swedish knife. Mixed material shall be applied wet-to-wet to ensure a seamless surface. Sand any imperfections and tack clean floor prior to the application of matte finish. Finished thickness of wear layer shall average 2mm.
- B. Finish to be light texture.

3.5 MATTE FINISH

- A. Mix pigmented Finish Coating. Apply with airless sprayer, or roller at a rate of 0.03lbs/sf. Color to be selected from manufacturer's standard range.
- B. Finish to be light texture.

PART 4 - QUALITY ASSURANCE

- A. Installer/ manufacturer of flooring system shall have a minimum of ten years experience in the application of polyurethane surfacing for athletic, interior applications, and in manufacturing two-component polyurethane. Manufacturer of polyurethane elastomer shall be ISO-9001 certified to establish a standard of quality for manufacturing. Provide documentation with the bid. **"Mercury-Free" products shall not be considered. Products must contain ZERO mercury.**
- B. The Installer shall have installed a minimum of ten (10) zero mercury, cast in place, two-component polyurethane elastomer sports floors with a resilient base-mat, with a spray-applied finish coating within the last 12 months.
- C. Contractors wishing to be considered as "equal" must provide documentation for their products prior to the bid opening. No substitutions shall be allowed post bid. Information shall include the following:
 - 1. Test reports from an independent laboratory stating that the proposed product has been tested, meets the physical properties listed above, and contains zero mercury.

SECTION 09653 - RESILIENT WALL BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Resilient wall base.

1.3 SUBMITTALS

- A. Product Data: For each type of product specified.
- B. Samples for Initial Selection: Manufacturer's standard sample sets consisting of sections of units showing the full range of colors and patterns available for each type of product indicated.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer to perform work of this Section who has specialized in installing resilient products similar to those required for this Project and with a record of successful in-service performance.
- B. Source Limitations: Obtain each type and color of product specified from one source with resources to provide products of consistent quality in appearance and physical properties without delaying the Work.
- C. Fire-Test-Response Characteristics: Provide products with the following fire-test-response characteristics as determined by testing identical products per test method indicated below by a testing and inspecting agency acceptable to authorities having jurisdiction.
 - 1. Critical Radiant Flux: 0.45 W/sq. cm or greater when tested per ASTM E 648.
 - 2. Smoke Density: Maximum specific optical density of 450 or less when tested per ASTM E 662.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to Project site in manufacturer's original, unopened cartons and containers, each bearing names of product and manufacturer, Project identification, and shipping and handling instructions.
- B. Store products in dry spaces protected from the weather, with ambient temperatures maintained between 50 and 90 deg F (10 and 32 deg C).

Utah Valley University
Physical Education Building Athletic Flooring Improvements
Division of Facilities Construction Management

- C. Move products into spaces where they will be installed at least 48 hours before installation, unless longer conditioning period is recommended in writing by manufacturer.

1.6 PROJECT CONDITIONS

- A. Maintain a temperature of not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C) in spaces to receive resilient products for at least 48 hours before installation, during installation, and for at least 48 hours after installation, unless manufacturer's written recommendations specify longer time periods. After postinstallation period, maintain a temperature of not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).
- B. Do not install products until they are at the same temperature as the space where they are to be installed.
- C. For resilient products installed on traffic surfaces, close spaces to traffic during installation and for time period after installation recommended in writing by manufacturer.
- D. Coordinate resilient product installation with other construction to minimize possibility of damage and soiling during remainder of construction period. Install resilient products after other finishing operations, including painting, have been completed.

1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.
 - 1. Furnish not less than 10 linear feet (3 linear m) for each 500 linear feet (150 linear m) or fraction thereof, of each different type, color, pattern, and size of resilient product installed.
 - 2. Deliver extra materials to Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, those indicated in the Resilient Wall Base and Accessory Schedule at the end of Part 3.
- B. Products: Subject to compliance with requirements, provide one of the products indicated for each designation in the Resilient Wall Base and Accessory Schedule at the end of Part 3.

2.2 RESILIENT WALL BASE

- A. Rubber Wall Base: Products complying with resilient wall base and accessories section 3.5 of this specification section.

2.3 RESILIENT ACCESSORIES

- A. Rubber Accessories: Products complying with requirements specified in the Resilient Wall Base and Accessory Schedule.

2.4 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based formulation provided or approved by resilient product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where installation of resilient products will occur, with Installer present, for compliance with manufacturer's requirements, including those for maximum moisture content. Verify that substrates and conditions are satisfactory for resilient product installation and comply with requirements specified. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. General: Comply with manufacturer's written installation instructions for preparing substrates indicated to receive resilient products.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, and depressions in substrates.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Broom and vacuum clean substrates to be covered immediately before installing resilient products. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.3 INSTALLATION

- A. General: Install resilient products according to manufacturer's written installation instructions.
- B. Apply resilient wall base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
 - 1. Install wall base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
 - 2. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
 - 3. Do not stretch base during installation.

4. Form outside corners on job, from straight pieces of maximum lengths possible, without whitening at bends. Shave back of base at points where bends occur and remove strips perpendicular to length of base that are only deep enough to produce a snug fit without removing more than half the wall base thickness.
 5. Form inside corners on job, from straight pieces of maximum lengths possible, by cutting an inverted V-shaped notch in toe of wall base at the point where corner is formed. Shave back of base where necessary to produce a snug fit to substrate.
- C. Place resilient products so they are butted to adjacent materials and bond to substrates with adhesive. Install reducer strips at edges of flooring that would otherwise be exposed.

3.4 CLEANING AND PROTECTING

- A. Perform the following operations immediately after installing resilient products:
1. Remove adhesive and other surface blemishes using cleaner recommended by resilient product manufacturers.
 2. Sweep or vacuum horizontal surfaces thoroughly.
 3. Do not wash resilient products until after time period recommended by resilient product manufacturer.
 4. Damp-mop or sponge resilient products to remove marks and soil.
- B. Protect resilient products against mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by resilient product manufacturer.
1. Apply protective floor polish to vinyl resilient products installed on floors and stairs that are free from soil, visible adhesive, and surface blemishes, if recommended by manufacturer.
 - a. Use commercially available product acceptable to resilient product manufacturer.
 - b. Coordinate selection of floor polish with Owner's maintenance service.
 2. Cover resilient products installed on floors and stairs with undyed, untreated building paper until inspection for Substantial Completion.
- C. Clean resilient products not more than 4 days before dates scheduled for inspections intended to establish date of Substantial Completion in each area of Project. Clean products according to manufacturer's written recommendations.
1. Before cleaning, strip protective floor polish that was applied to vinyl products on floors and stairs after completing installation only if required to restore polish finish and if recommended by resilient product manufacturer.
 2. After cleaning, reapply polish on vinyl products on floors to restore protective floor finish according to resilient product manufacturer's written recommendations. Coordinate with Owner's maintenance program.

3.5 RESILIENT WALL BASE AND ACCESSORY SCHEDULE

- A. Rubber Wall Base: Where designated, provide rubber wall base complying with the following:
1. Color and Pattern: Roppe 700 series or approved equal by others, color as selected by project manager.

Utah Valley University
Physical Education Building Athletic Flooring Improvements
Division of Facilities Construction Management

2. Style: 6" Coved edge.

END OF SECTION 09653